

EXHIBIT B OPERATING PLAN

1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Katmai National Park & Preserve (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

2) RESPONSIBILITIES

The Service - The Superintendent is responsible for the total Area operation, including concession operations. The Superintendent has designated the Concessions Specialist as the staff person responsible for day-to-day concession operations and concession contract management. Law enforcement, maintenance, interpretive, and resource management matters are delegated to their respective Program Managers. Each of these Program Managers may designate a specific contact person to handle routine matters.

The Service may review services provided by the Concessioner to ensure public safety and health, identify operating deficiencies, and ensure satisfactory services for the general public within assigned areas of responsibility while allowing for staffing and funding constraints.

Concessioner - The Concessioner must manage and employ a staff with the expertise and certifications to operate all services authorized under the Contract.

3) GENERAL CONCESSION OPERATIONS

A) General

- (1) The Concessioner must supply a list of employees that will be engaged in providing the services authorized by this Contract according to the specifications in *Section 4) Reporting Requirements*.

- (2) The concessioner must provide a list of Aircraft that may be used in the performance of this Contract according to the specifications in *Section 4) Reporting Requirements*.
- (3) The Service and the Concessioner will separately inspect and monitor Concession services with respect to Service Policy, applicable standards, authorized rates, safety, public health, fire safety, impacts on cultural and natural resources, responsiveness to visitor comments, and compliance with the Contract including its Exhibits. The Concessioner must inform employees of their responsibility to adhere to park regulations and operating plan requirements applicable to their position.
- (4) Accidents involving personal injury, minor aircraft damage, threatening incidents involving wildlife or conflicts with other park users must be reported to the Superintendent within three days, or as soon as practicable following the incident.
- (5) Accidents and human/wildlife interactions involving a fatality or serious injury, or involving substantial property damage, must be reported to the Superintendent immediately and by the most expeditious means available.
- (6) Instances in which a client becomes separated from a guide and cannot be located must be reported to the Superintendent immediately upon determining that a client is lost.

B) Resource Protection

- (1) The Concessioner must take adequate precautions to prevent bears from associating humans with food. All garbage must be removed from the Area at the conclusion of each trip.
- (2) All food must be contained in NPS-approved bear resistant containers when it is not being prepared or consumed.
- (3) Human waste must be disposed of in accordance with State of Alaska requirements and toilet paper or other disposal items must be removed from the Area.

C) Fishing Operations

- (1) Only fly fishing / barbless hooks may be used.
- (2) The boat may be operated only on the lower six (6) miles of American Creek.
- (3) The boat may not be operated in the braids.
- (4) All sportfishing activities are conducted in accordance with State of Alaska Sport Fishing Regulations (Naknek River drainage, southwest Alaska).

D) Boat Storage and Equipment

- (1) No water diversions, dikes, channels, shore modifications or dams will be permitted at the boat storage area.
- (2) The Concessioner is authorized to store one jet boat at a location approved by the Service within the lower two (2) miles of American Creek as described in Attachment B:

"Map of Boat Storage Area on Lower American Creek", and subject to the following restrictions:

- (a) The boat must be of lightweight, single hull, open design, with overall length not exceeding 18 feet.
 - (b) The outboard motor may not exceed 50 horsepower (measured at the pump).
 - (c) The jet boat must be powered by a four-stroke motor or a two-stroke motor. If a two-stroke motor is used, it must meet or exceed the U.S. Environmental Protection Agency's current EPA standards for outboard engine emissions standards.
 - (d) The propulsion unit must be a properly installed, stock "jet" unit.
 - (e) The boat must comply with all State and Federal regulations and be registered to the Concessioner.
 - (f) The boat is subject to inspection by Service personnel.
 - (g) No on-site maintenance is permitted other than minor emergency repairs and normal preventive maintenance.
 - (h) Guides must be trained in boat and motor maintenance and repair
- (3) The Concessioner may store minimum quantities of boating safety equipment within the boat (i.e. oars, PFD's, anchor, mooring lines, and/or fire extinguisher) from May 15th through October 31st. All items including the outboard motor, but excluding the boat, must be removed from the Area by October 31st.
- (4) Storage of items not specifically authorized by this Contract is prohibited.
- (5) The Concessioner must keep the boat storage area and boat clean and free from trash, litter, garbage or other items not approved for storage.
- (6) All motorized equipment used by the Concessioner requiring licensing must be properly licensed and maintained in a safe operating condition. Federal and state requirements must be observed.

E) Environmental Management

- (1) Fuel storage on American Creek is prohibited.
- (2) The Concessioner must properly clean, mitigate, and remediate all unauthorized discharges of hazardous materials or non-hazardous chemical and biological products released from any source. When a spill, leak or other release occurs, the Concessioner shall notify the Superintendent as soon as possible without impeding cleanup.

F) Risk Management Program

The Concessioner must develop and maintain a Risk Management Plan, to be submitted to the Superintendent within 90 days of the effective date of the Contract. Updates and revisions are to be provided annually according to the specifications in Section 4) Reporting Requirements.

G) Rates

Per section 2(d) of the Draft Contract, all rates and charges to the public by the Concessioner for visitor services must be reasonable and appropriate and must be approved by the Director. The Service ensures the Concessioner's rates and charges to the public are commensurate with the level of service provided and are reasonable, justified, and comparable with similar services. The Service judges the reasonableness of rates based upon current concession management guidelines. The Concessioner must submit rate information according to the specifications in *Section 4) Reporting Requirements*.

H) Dates of Operation

The dates of operation are from May 15th through October 31st.

I) Guide/Client Ratios

The Concessioner is limited to a total of no more than one (1) guide and no more than four (4) clients per day on American Creek.

J) Interpretive Visitor Services and Client Orientation

The Concessioner must enhance the visitor's experience by communicating pertinent and meaningful information about the Area as a unit of the National Park System. At a minimum, this must include: information about the Service, specifically the Area; the Service mission and resource conservation; fishery conservation information; and rules and regulations specifically pertaining to sport fishing in the Area. The Concessioner shall provide clients with Service websites and brochures as available and appropriate.

K) Quality of Service

- (1) All services are to be provided in a consistent, safe, and quality manner. The Concessioner is responsible for monitoring their operations to assure that quality standards are met.
- (2) Additional guides are permitted to accommodate persons with disabilities as needed.

L) Client Comments and Complaints

- (1) The Concessioner must develop, distribute, and collect client comment forms for services on American Creek. The Concessioner must submit completed forms December 31st to the Service for the first three (3) years of the Contract, and upon request for the duration of the Contract.
- (2) The Service will forward complaints regarding concession operations to the Concessioner for investigation and response within ten (10) days of receipt. The

Concessioner must provide a copy of the response to the Superintendent within ten (10) days.

- (3) The Concessioner must provide to the Service copies of all client complaints received by the Concessioner within two (2) weeks of receipt; and subsequently, a copy of the response to the Superintendent within an additional two (2) weeks.

M) Authorized Concessioner Mark

Use of National Park Service Authorized Concessioner Mark (Mark)

- (1) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official Service Arrowhead and the words "Authorized Concessioner."
- (2) Authorized Users. The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a satisfactory or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.
- (3) Authorized Uses of the Mark. The Concessioner may use the Mark in publications, written advertising, brochures, web-based information, interpretive materials, broadcasts (television, film or other audio/visual), associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels and aircraft.
- (4) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.
- (5) Artwork, Layout and Use. The Concessioner must use official artwork provided by the Service. Layout and use must be in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site under the Concessioner Tools tab.
- (6) Approval Procedures. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner's proposed layouts in writing.

4) REPORTING REQUIREMENTS

Annual Reports and Payment

In addition to the reports required by the Contract, the Concessioner must provide the Superintendent the following documents annually:

Document(s)	Due Date(s)
Risk Management/Emergency Preparedness Plan (includes aviation operations)	Within 90 days of contract start (updates required annually May 1 st)
Certificate of Insurance	May 1 st
Employee List	May 1 st
Concessioner certification that employees possess appropriate safety, CPR and First Aid training.	May 1 st
Rate Schedule	May 1 st
Aircraft List (including type and N- number)	May 1 st
Promotional Materials	May 1 st
American Creek Daily Use Record (Attachment A)	December 31 st
Client Comment Forms	December 31 st for first three years
Franchise Fee Payment	December 31 st
Annual Financial Report (AFR)	December 31 st

Approved, Effective _____ **(Insert Date)**

ATTACHMENTS

Attachment A: American Creek Daily Use Record

Attachment B: Map of Boat Storage Area on Lower American Creek

Attachment A

AMERICAN CREEK DAILY USE RECORD

Company: _____

Date: _____ Guide(s): _____

Number of Clients: _____

Arrival Time: _____ Departure Time: _____

Number of bears seen: _____

Details, if available (family group, age class, behavior, etc.):

General Observations & Comments

Attachment B
Map of Boat Storage Area on Lower American Creek

